

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

CHERYL SHOCKLEY,

Plaintiff,

v.

Case No.: 3:24-cv-00424

ASCEND LOANS, LLC, d/b/a Ascend  
Loans;

AANIIH NAKODA FINANCE, LLC, d/b/a  
Bright Lending;

EAGLE VALLEY VENTURES d/b/a Eagle  
Valley Lending, a wholly-owned and operated  
entity, arm, and instrumentality of Tonto  
Apache Growth, a wholly-owned  
instrumentality of the Tonto Apache Tribe;

GREEN ARROW SOLUTIONS, LLC, d/b/a  
Green Arrow Loans, a tribal enterprise, wholly  
owned and operated by the Big Valley Band of  
Pomo Indians,

WAAWAATESI LLC, d/b/a Green Line  
Loans, Lac Du Flambeau Band of Chippewa  
Indians,

LAYMA, LLC, d/b/a Little Lake Lending,

BENHTI ECONOMIC DEVELOPMENT  
CORPORATION, d/b/a Minto Money, and  
Minto Financial,

W6LS, INC., d/b/a WithU Loans, a wholly-  
owned and operated entity, arm, and  
instrumentality of the Otoe-Missouria Tribe of  
Indians, and

ROSEBUD LENDING, d/b/a Zocal Loans, a  
wholly-owned and operated instrumentality of  
the Rosebud Sioux Tribe of Indians,

Defendants.

**ANSWER AND AFFIRMATIVE DEFENSES OF  
BENHTI ECONOMIC DEVELOPMENT CORPORATION**

Defendant, BENHTI ECONOMIC DEVELOPMENT CORPORATION (“BEDCO”), by and through undersigned counsel, files the following Answer and Affirmative Defenses in response to Plaintiff’s “Complaint and Demand for Jury Trial” (the “Complaint”).

**I. INTRODUCTION**

1. BEDCO admits only that Plaintiff asserts claims under the Fair Credit Reporting Act (“FCRA”) but denies that Plaintiff has stated a claim upon which relief may be granted and further denies that Plaintiff is entitled to any redress from or against BEDCO, including, without limitation any damages, costs, fees, or declaratory or injunctive relief. BEDCO further denies that it violated the FCRA. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 1 of the Complaint and, therefore, denies the same.

2. To the extent paragraph 2 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 2 of the Complaint and, therefore, denies the same and demands strict proof thereof.

3. The allegations of paragraph 3 of the Complaint assert only legal conclusions to which no response is required. To the extent paragraph 3 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to

the truth or falsity of the remainder of the allegations contained in paragraph 3 of the Complaint and, therefore, denies the same and demands strict proof thereof.

4. The allegations of paragraph 4 of the Complaint assert only legal conclusions to which no response is required. To the extent paragraph 4 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 4 of the Complaint and, therefore, denies the same and demands strict proof thereof.

5. BEDCO admits Plaintiff is seeking recovery of damages and other relief, but denies that Plaintiff has stated a claim upon which relief may be granted and further denies that Plaintiff is entitled to any redress from or against BEDCO, including, without limitation any damages, costs, or attorney's fees.

## **II. JURISDICTION**

6. BEDCO denies the allegations contained in paragraph 6 of the Complaint and demands strict proof thereof.

7. To the extent paragraph 7 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 7 of the Complaint and, therefore, denies the same and demands strict proof thereof.

8. BEDCO admits that venue is appropriate in this district and that Plaintiff laid venue in this district, but denies the remainder of the allegations contained in paragraph 8 of the Complaint and demands strict proof thereof.

### **III. PARTIES**

#### **Cheryl Shockley**

9. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 9 of the Complaint and, therefore, denies the same and demands strict proof thereof.

10. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 10 of the Complaint and, therefore, denies the same and demands strict proof thereof.

11. The allegations of paragraph 11 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 11 of the Complaint and, therefore, denies the same and demands strict proof thereof.

#### **Defendants**

12. BEDCO admits that it is a company that is not incorporated under Wisconsin law. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 12 of the Complaint and, therefore, denies the same and demands strict proof thereof.

13. The allegations of paragraph 13 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations and demands strict proof thereof.

14. To the extent paragraph 14 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations as stated and demands strict

proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 14 of the Complaint and, therefore, denies the same and demands strict proof thereof.

15. To the extent paragraph 15 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 15 of the Complaint and, therefore, denies the same and demands strict proof thereof.

16. To the extent paragraph 16 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 16 of the Complaint and, therefore, denies the same and demands strict proof thereof.

17. To the extent paragraph 17 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 17 of the Complaint and, therefore, denies the same and demands strict proof thereof.

18. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 18 of the Complaint and, therefore, denies the same and demands strict proof thereof.

19. To the extent the allegations of paragraph 19 of the Complaint assert only legal conclusions, no response is required of the BEDCO. BEDCO admits it is a business.

Otherwise, BEDCO denies the allegations contained in paragraph 19 of the Complaint and demands strict proof thereof.

20. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 20 of the Complaint and, therefore, denies the same and demands strict proof thereof.

21. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 21 of the Complaint and, therefore, denies the same and demands strict proof thereof.

22. The allegations of paragraph 22 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations and demands strict proof thereof.

23. The allegations of paragraph 23 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations and demands strict proof thereof.

24. To the extent paragraph 24 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 24 of the Complaint and, therefore, denies the same and demands strict proof thereof.

25. To the extent paragraph 25 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the

truth or falsity of the remainder of the allegations contained in paragraph 25 of the Complaint and, therefore, denies the same and demands strict proof thereof.

26. The allegations of paragraph 26 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations as stated and demands strict proof thereof. BEDCO affirmatively alleges that it is a tribal corporation chartered and wholly owned by the Native Village of Minto (the “Tribe”), and that it shares in the Tribe’s sovereign immunity from unconsented suit.

27. The allegations of paragraph 27 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations and demands strict proof thereof.

28. The allegations of paragraph 28 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations and demands strict proof thereof.

29. The allegations of paragraph 29 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations as stated and demands strict proof thereof.

#### **IV. FACTUAL ALLEGATIONS**

##### **Claims of Cheryl Shockley**

30. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 30 of the Complaint and, therefore, denies the same and demands strict proof thereof.

31. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 31 of the Complaint and, therefore, denies the same and demands strict proof thereof.

32. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 32 of the Complaint and, therefore, denies the same and demands strict proof thereof.

33. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 33 of the Complaint and, therefore, denies the same and demands strict proof thereof.

34. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 34 of the Complaint and, therefore, denies the same and demands strict proof thereof.

35. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 35 of the Complaint and, therefore, denies the same and demands strict proof thereof.

36. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 36 of the Complaint and, therefore, denies the same and demands strict proof thereof.

37. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 37 of the Complaint and, therefore, denies the same and demands strict proof thereof.



38. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 38 of the Complaint and, therefore, denies the same and demands strict proof thereof.

39. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 39 of the Complaint and, therefore, denies the same and demands strict proof thereof.

40. The allegations of paragraph 40 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 40 of the Complaint and, therefore, denies the same and demands strict proof thereof.

41. The allegations of paragraph 41 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 41 of the Complaint and, therefore, denies the same and demands strict proof thereof.

42. The allegations of paragraph 42 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 42 of the Complaint and, therefore, denies the same and demands strict proof thereof.

43. The allegations of paragraph 43 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required,

BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 43 of the Complaint and, therefore, denies the same and demands strict proof thereof.

44. The allegations of paragraph 44 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 44 of the Complaint and, therefore, denies the same and demands strict proof thereof.

45. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 45 of the Complaint and, therefore, denies the same and demands strict proof thereof.

46. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 46 of the Complaint and, therefore, denies the same and demands strict proof thereof.

47. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 47 of the Complaint and, therefore, denies the same and demands strict proof thereof.

48. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 48 of the Complaint and, therefore, denies the same and demands strict proof thereof.

49. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 49 of the Complaint and, therefore, denies the same and demands strict proof thereof.

50. To the extent paragraph 50 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 50 of the Complaint and, therefore, denies the same and demands strict proof thereof.

51. The allegations of paragraph 51 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations and demands strict proof thereof.

52. To the extent paragraph 52 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 52 of the Complaint and, therefore, denies the same and demands strict proof thereof.

53. The allegations of paragraph 53 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 53 of the Complaint and, therefore, denies the same and demands strict proof thereof.

54. The allegations of paragraph 54 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 54 of the Complaint and, therefore, denies the same and demands strict proof thereof.

55. The allegations of paragraph 55 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations as stated and demands strict proof thereof.

56. The allegations of paragraph 56 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations as stated and demands strict proof thereof.

57. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 57 of the Complaint and, therefore, denies the same and demands strict proof thereof.

58. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 58 of the Complaint and, therefore, denies the same and demands strict proof thereof.

59. The allegations of paragraph 59 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 59 of the Complaint and, therefore, denies the same and demands strict proof thereof.

60. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 60 of the Complaint and, therefore, denies the same and demands strict proof thereof.

61. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 61 of the Complaint and, therefore, denies the same and demands strict proof thereof.

62. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 62 of the Complaint and, therefore, denies the same and demands strict proof thereof.

63. The allegations of paragraph 63 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations as stated and demands strict proof thereof.

64. The allegations of paragraph 64 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations as stated and demands strict proof thereof.

65. The allegations of paragraph 65 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 65 of the Complaint and, therefore, denies the same and demands strict proof thereof.

66. The allegations of paragraph 66 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 66 of the Complaint and, therefore, denies the same and demands strict proof thereof.

67. The allegations of paragraph 67 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or

falsity of the remainder of the allegations contained in paragraph 67 of the Complaint and, therefore, denies the same and demands strict proof thereof.

68. The allegations of paragraph 68 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 68 of the Complaint and, therefore, denies the same and demands strict proof thereof.

69. The allegations of paragraph 69 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 69 of the Complaint and, therefore, denies the same and demands strict proof thereof.

70. The allegations of paragraph 70 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 70 of the Complaint and, therefore, denies the same and demands strict proof thereof.

71. The allegations of paragraph 71 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations and demands strict proof thereof.

72. The allegations of paragraph 72 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or

falsity of the remainder of the allegations contained in paragraph 72 of the Complaint and, therefore, denies the same and demands strict proof thereof.

73. The allegations of paragraph 73 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 73 of the Complaint and, therefore, denies the same and demands strict proof thereof.

74. The allegations of paragraph 74 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies said allegations as stated and demands strict proof thereof.

75. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 75 of the Complaint and, therefore, denies the same and demands strict proof thereof.

76. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 76 of the Complaint and, therefore, denies the same and demands strict proof thereof.

77. To the extent paragraph 77 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 77 of the Complaint and, therefore, denies the same and demands strict proof thereof.

78. To the extent paragraph 78 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof

thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 78 of the Complaint and, therefore, denies the same and demands strict proof thereof.

## **V. CAUSES OF ACTION**

### **COUNT 1. FAIR CREDIT REPORTING ACT**

79. BEDCO reasserts and incorporates by reference its responses to paragraphs 1 through 78 of the Complaint as though fully set forth herein.

80. To the extent paragraph 80 of the Complaint (including all subparts thereof) contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 80 of the Complaint and, therefore, denies the same and demands strict proof thereof.

81. To the extent paragraph 81 of the Complaint contains factual allegations against BEDCO specifically, BEDCO denies said allegations and demands strict proof thereof. BEDCO is without knowledge or information sufficient to form a belief as to the truth or falsity of the remainder of the allegations contained in paragraph 81 of the Complaint and, therefore, denies the same and demands strict proof thereof.

## **VI. REQUEST FOR RELIEF**

82. BEDCO denies the allegations contained in paragraph 82 of the Complaint and demands strict proof thereof. Further, BEDCO denies that Plaintiff has stated a claim upon which relief may be granted and denies that Plaintiff is entitled to any redress whatsoever from or against BEDCO, including, without limitation, any damages, costs, fees, or declaratory or injunctive relief.



## **VII. DEMAND FOR TRIAL BY JURY**

83. The allegations of paragraph 83 of the Complaint assert only legal conclusions to which no response is required. To the extent any response is deemed to be required, BEDCO denies that Plaintiff has stated a claim upon which relief may be granted and denies that Plaintiff is entitled to a trial of her claims or any redress whatsoever from or against BEDCO, including, without limitation, any damages, costs, fees, or declaratory or injunctive relief.

### **AFFIRMATIVE DEFENSES OF BENHTI ECONOMIC DEVELOPMENT CORPORATION**

1. Plaintiff has failed to state a claim upon which relief may be granted. While Plaintiff avers that she never applied for credit with any named defendant in this case or authorized any of the defendants to obtain her credit report, Plaintiff omits to state whether she affirmatively sought to arrange or obtain short term consumer loans by submitting her information to online consumer loan lead generation providers or brokers in pursuit of a consumer loan. Over approximately the past three (3) years, Plaintiff, by and through the same attorney representing her in this case, has filed numerous other complaints asserting the same or substantially similar allegations against lenders, loan brokers, credit reporting agencies, and other participants in the online consumer lending industry. In most or all of these cases, Plaintiff has averred in her own pleadings that she approached various lenders to arrange or obtain short term consumer loans and/or that she sought to obtain loans by submitting her information to online consumer loan lead generation providers or brokers. To the extent the alleged credit inquiries conducted in this case, assuming they were conducted at all, were conducted in response to inquiries made by Plaintiff (or someone acting at her direction or on her behalf) with online consumer loan lead generation providers or brokers in

pursuit of potential loans, the parties who accessed Plaintiff's credit report in response to such inquiries, if any, did so with a permissible purpose under FCRA. Furthermore, Plaintiff has not alleged that she suffered any concrete harm as a direct and proximate result of any alleged violation of the FCRA by BEDCO. Accordingly, Plaintiff has failed to state a claim for relief under the FCRA.

2. Plaintiff's claims are barred by the doctrines of unclean hands and equitable estoppel. Over approximately the past three (3) years, Plaintiff, by and through the same attorney representing her in this case, has filed numerous other complaints asserting the same or substantially similar allegations against lenders, loan brokers, credit reporting agencies, and other participants in the online consumer lending industry. In most or all of these cases, Plaintiff has averred in her own pleadings that she approached various lenders to arrange or obtain short term consumer loans and/or that she sought to obtain loans by submitting her information to online consumer loan lead generation providers or brokers. To the extent the alleged credit inquiries conducted in this case, assuming they were conducted at all, were conducted in response to the same or similar efforts by the Plaintiff (or someone acting at her direction or on her behalf) to arrange or obtain short term consumer loans, Plaintiff cannot now complain, and should be equitably estopped from complaining, that the potential lenders she affirmatively sought out lacked a permissible purpose under the FCRA to make such credit inquiries.

3. Plaintiff lacks standing to maintain her claims before this Court because she has not alleged that she suffered any concrete harm as a direct and proximate result of any alleged violation of the FCRA by BEDCO.

4. To the extent Plaintiff suffered any actual damages, which BEDCO denies, such damages were not directly or proximately caused by BEDCO, but rather by an intervening or superseding cause, or by the acts or omissions of another person, entity, or Plaintiff herself, for who or for which BEDCO is not responsible.

5. To the extent Plaintiff suffered any actual damages, which BEDCO denies, Plaintiff has failed to mitigate said damages.

6. The Court lacks subject matter jurisdiction of this action because BEDCO is a wholly owned economic arm and instrumentality of the Native Village of Minto, a federally recognized Native American Indian Tribe, and shares in the Tribe's sovereign immunity from suit.

7. Plaintiff's claims are wholly barred by the doctrine of sovereign immunity because BEDCO is a wholly owned economic arm and instrumentality of the Native Village of Minto, a federally recognized Native American Indian Tribe, and shares in the Tribe's sovereign immunity from suit.

8. BEDCO reserves the right to assert any additional affirmative defenses of which it may become aware as a result of discovery in this action.

WHEREFORE, Defendant, BENHTI ECONOMIC DEVELOPMENT CORPORATION, having fully answered or otherwise responded to the allegations contained in Plaintiff's Complaint, respectfully requests that judgment be entered in its favor and that the Court dismiss this action with prejudice, denying all relief requested by the Plaintiff and granting BEDCO such other and further relief as the Court determines is appropriate in the premises.

Dated this 22nd day of July, 2024.

Respectfully submitted,

/s/ Eric M. Lochen

---

Eric M. Lochen, Esq.  
Lochen Law Offices, PLLC  
P.O. Box 174  
Hartland, WI 53029  
Phone: (218) 308-1076  
Email: [eric@lochenlaw.com](mailto:eric@lochenlaw.com)  
Wis. Atty. Lic. No. 1094919  
*Attorneys for Benhti Economic  
Development Corporation*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on July 22, 2024, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send a notice of the electronic filing to all CM/ECF participants.

/s/ Eric M. Lochen

Attorney